

Agreement No.:
Fund Source: 33670-1261-36CS
Service Amount: \$7,600
Cooperator Amount: \$7,720

**CHALLENGE COST-SHARE AGREEMENT
BETWEEN
POLK COUNTY CONSERVATION BOARD
IOWA DEPARTMENT OF NATURAL RESOURCES
AND THE
U.S. FISH AND WILDLIFE SERVICE
NEAL SMITH NWR**

Agreement Number:

Cooperator(s):

Loren Lown
Polk County Conservation Board
11407 NW Jester Park Drive
Granger, IA 50109

Recipient Type: 01

John Pearson
Iowa Department of Natural Resources
Wallace State Office Building
502 E. 9th
Des Moines, IA 50319

Recipient Type: 00

CFDA#: 15.642

I. PURPOSE AND AUTHORITY - This Challenge Cost-Share Agreement between the U.S. Fish and Wildlife Service, hereafter referred to as the "Service", and Polk County Conservation Board and the Iowa Department of Natural Resources, hereafter referred to as the "Cooperators," is hereby entered into under authority of the Fish and Wildlife Coordination Act 16 U.S.C. 661-667e and the provisions of the U.S. Department of the Interior and Related Agencies Appropriation Act of 1999, Public Law 101-154, and the Take Pride in America Act (16 USC 4601 note; 104 Stat, 4302), which authorized the Service to begin Challenge Cost-Share programs.

The Service Challenge Cost-Share Program was created to encourage cooperative projects through cooperative efforts that will increase awareness and the participation of partners in the community for the conservation of fish, plant and wildlife resources on

private and public lands. This program is designed to supplement ongoing programs, such as volunteer programs and existing joint efforts with state agencies and national conservation organizations.

- II. SCOPE OF WORK** - For the period hereinafter set forth, the Cooperators and the Service will provide the necessary personnel, materials, services, facilities, funds and otherwise perform all things necessary for, or incidental to, the performance of this cost-share agreement.

Specifically, the parties to this agreement will:

A. Description of Work/Objectives:

The Service will provide \$3,600 in funding to the Polk County Conservation Board and retain \$4,000 to be used by Neal Smith NWR in support of a western prairie fringed orchid restoration project. Funds provided by the Challenge Cost Share Program will be combined with in-kind labor, equipment and material contributions provided by the cooperators to protect existing prairie orchid populations, control invasive species, and provide educational opportunities and outreach related to the project.

The Service will expend \$3,000 for pollinator evaluation and \$1,000 for creation of outreach/educational products

The Polk County Conservation Board will expend \$3,600 of Service funds for floristic evaluation. They will also contribute labor valued at \$4,420 (221 hours @ \$20/hr), equipment valued at \$1,200 and materials valued at \$300.

The Iowa Department of Natural Resources will contribute labor valued at \$1,800 (90 hours @ \$20/hr).

B. Reporting Requirements/Distribution:

None

C. Other Deliverables or Performance Criteria:

None

D. Location of physical and structural improvements:

Neal Smith NWR; Polk and Jasper Counties, Iowa

- III. FINANCIAL ADMINISTRATION** - The Service will provide funds, materials, and/or services valued at \$7,600. The Cooperator will provide funds, materials, and/or services valued at \$ 7,720. The total Challenge Cost Share Project cost is \$15,320.

- A. The Service will fulfill its cost share obligation by funds provided through this Challenge Grant Project. The Cooperator(s) will fulfill its cost share obligations by contributing labor, equipment and materials as stated above.
- B. Should the Cooperator be unable to complete the provisions of this agreement, all monies provided by the Service which prove to be cancelable obligations, or unallowable in accordance with OMB Circular A-110, or the approved budget shall be refunded to the Service.
- C. This agreement is intended to support a particular project for a specific period of time. Any portion of funds not expended at the completion of the period of performance of this agreement shall be returned to the Service.

IV. SPECIAL PROVISIONS - The following special provisions apply to this Agreement.

- A. The scope of work and terms of agreement may be modified or amended at any time by mutual consent of the signatory parties.
- B. The U.S. Fish and Wildlife Service General Provision for Grants and Cooperative Agreements are applicable to the Cost Share Agreement and are hereby incorporated by reference; or Chapter 43, part 12 of the Code of Federal Regulations are hereby incorporated by reference.
- C. The Neal Smith NWR will maintain full authority to control the detailed physical performance of the Cooperator and exercises full authority in the day-to-day supervision of its members for this project. Any claim for damages to property or persons made against the Government will be pursued in accordance with the provision of the Federal Tort Claims Act.
- D. The Cooperator(s) shall give the Service, the Comptroller General, or any other auditor selected by the Service, through any authorized representative, access to and the right to examine all books, papers, or documents related to the award.
- E. The Cooperator(s) shall comply with all Federal statutes relating to non-discrimination. These include but are not limited to Title VI of the Civil Rights Act of 1964 which prohibits discrimination on the basis of race, color, handicap, or national origin.
- F. Improvement placed on Service land at the direction of either of the parties shall thereupon become the property of the United States, and shall be subject to the same regulations and administration of the Service as all other Service improvements of a similar nature.
- G. No part of this agreement shall entitle the Cooperator(s) to any share or interest in the project other than the right to use and enjoy the same under the existing regulations of the Service.

- H. No member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or any benefits that may arise there from; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.
- I. The Cooperator(s) shall obtain the prior review and approval of the Service for all printed and other informational materials distributed to the public by the Cooperator in connection with this agreement.
- J. Cooperator(s) agree to provide their taxpayer identification number (TIN) under their signature on the last page of this agreement (employer identification number for organizations/businesses; Social Security number for individuals).
- K. The U.S. Treasury now requires the U.S. Fish and Wildlife Service to have all payments be issued through Electronic Funds Transfer. Therefore, if you have never completed this form, please complete and return the enclosed form in accordance with instructions.

V. PROJECT OFFICERS - Project Officers, for the purpose of administering this agreement, including the receiving and reviewing of reports (if required), are:

For the Service:

For the Cooperator(s):

Name: Nancy Gilbertson
Project Leader – Neal Smith NWR
P.O. Box 399
9981 Pacific St.
Prairie City, IA 50228
Telephone: 515/994-3400

Name: Loren Lown
Polk County Conservation Board
11407 NW Jester Park Dr.
Granger, IA 50109
515-323-5364

VI. PERIOD OF AGREEMENT - This Challenge Cost-Share Agreement will be effective upon signatures by both parties and will continue in effect until September 30, 2006. It may be modified, extended, or terminated at any time by either party by giving 15 days written notice or mutual agreement of the parties.

VII. CERTIFICATION ADDENDUM - By signature below, the Cooperator(s) affirms that no less than 50 percent of the total cost of the project will be contributed by the Cooperator and that no portion of the Cooperator's contribution is of Federal origin. Cost-share values can be derived by labor, materials, equipment, in-kind services or cash.

IN WITNESS WHEREOF, the parties hereto have executed the agreement as of the last date written below.

U.S. FISH AND WILDLIFE SERVICE

COOPERATOR(S)

By: _____
Name
Contracting Officer
Date: _____

By: _____
Name
Title _____
Date: _____